

NOTICE AND AGENDA
BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT
Board of Directors
Hearing and Regular Meeting

Public notice is given that the Big Plains Water And Sewer Special Service District, Apple Valley, Washington County, Utah will hold a hearing and **regular meeting** on **Thursday, June 06, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **6:00 PM** or shortly thereafter. In accordance with state statute, one or more council members may be connected via speakerphone.

The Agenda for discussion and action is as follows:

Call to Order/ Pledge of Allegiance/ Roll Call

Hearing for

1. BPWSSSD Tentative Budget FY 2020

Discussion and Action

2. Discussion and Action on BPWSSSD FY 2020 Budget Proposal and Public Hearing
3. Jepson Canyon Project Agreement
4. Amendments to the Big Plains Water and Sewer Special Services District Policy and Procedures Manual
5. John Smith, Water Connection
6. Chip-Seal Road Repair
7. Sunrise Engineering-Impact Fee Study
8. Well house Security Fence and Tank Ladder Cage

Consent Calendar-Ben Billingsley

9. Consent Calendar April 2019

Approval of Minutes

10. Meeting Minutes for 4.4.2019
Meeting Minutes for 4.24.2019
Meeting Minutes for 5.02.2019

Adjournment

CERTIFICATE OF POSTING: I, Michelle Kinney, as duly appointed Recorder for the Town of Apple Valley, hereby certify that notice was posted on the Utah Public Meeting Notice website, <http://pmn.utah.gov> and the Town Website, www.applevalleyut.gov on the **5th day of June, 2019**.

Dated this 5th day of June, 2019

Michelle Kinney, Recorder

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PUBLIC MEETINGS

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the Town of Apple Valley at 435-877-1190.

Item Attachment Documents:

1. Public Hearing for the BPWSSSD Tentative Budget FY 2020

Big Plains Water & Sewer Special Service District

	FY18	FY19 Estimate	FY20 Budget
Income or Expense			
Income From Operations:			
Operating income			
5140 Water Sales	185,729	184,048	186,048
5150 Water Standby Fees	37,998	36,714	32,886
5310 Connection Fees	21,650	35,288	65,000
5410 Late Penalties and Fees	19,310	5,257	5,000
5490 Other Operating Income	22,594	34,585	48,000
Total Operating income	287,281	295,893	336,934
Operating expense			
6010 Clerical Contractor Labor	20,407	-	-
6011 Town Payroll Services	45,369	430	-
6013 Water Salaries and Wages	866	43,275	45,000
6014 Water Benefits	226	24,279	26,193
6015 Admin Salaries and Wages	-	23,705	-
6016 Admin Benefits	-	12,831	-
6021 Public Postings	787	857	675
6023 Travel/Fuel	3,100	760	1,500
6024 Training	-	295	300
6025 Books/Subscriptions/Memberships	-	869	750
6030 Office Supplies and Expenses	4,893	7,127	3,500
6032 Postage	412	908	-
6035 Bank Service Charges	68	1,880	-
6036 Bad Debt	-	-	-
6040 Professional Service	35,821	4,940	5,000
6043 Accounting & Audit Fees	4,473	6,611	6,000
6044 Water Testing	1,241	3,470	4,000
6045 Legal Fees	11,410	5,371	10,000
6050 System Maintenance and Repairs	7,372	3,249	7,000
6051 System Equipment	4,034	10,702	9,000
6052 Well Maintenance and Repairs	877	3,572	2,500
6053 Tank Maintenance and Repairs	4,400	3,500	5,750
6060 Equipment Maintenance	73	2,979	3,000
6061 Equipment Fuel	-	2,067	2,500
6067 Utilities	15,538	13,508	15,000
6068 Telephone & Internet	1,271	553	-
6070 Insurance	4,241	4,644	5,000
6095 Depreciation Expense	117,195	134,013	135,000
Total Operating expense	284,072	316,395	287,668
Total Income From Operations:	3,209	(20,502)	49,267
Non-Operating Items:			
Non-operating income			
5510 Grants	243,125	38,000	-
5515 Bond Proceeds	-	-	-
5520 Impact Fees	36,000	108,000	234,000
5610 Interest Income	1,710	3,013	2,400
5680 Contributed Capital Revenue	-	-	-
5690 Sundry Revenue	-	-	-
5700 Gain or Loss on Plant Retirement	-	-	-
Total Non-operating income	280,835	149,013	236,400
Non-operating expense			
6080 Interest Expense	92,730	94,631	93,282
Total Non-operating expense	92,730	94,631	93,282
Total Non-Operating Items:	188,106	54,382	143,118
Total Income or Expense	191,315	33,881	192,385

Item Attachment Documents:

2. Discussion and Action on BPWSSSD FY 2020 Budget Proposal and Public Hearing

Big Plains Water & Sewer Special Service District

	FY18 Actual	FY18 YTD Actual	FY19 YTD Actual	FY19 Estimate	FY19 Budget	FY20 Budget
Income or Expense						
Income From Operations:						
Operating income						
5140 Water Sales	185,729	128,693	128,148	184,048	189,462	186,048
5150 Water Standby Fees	37,998	12,433	27,927	36,714	39,500	32,886
5310 Connection Fees	21,650	13,090	30,288	35,288	50,000	65,000
5410 Late Penalties and Fees	19,310	-	5,257	5,257	30,000	5,000
5490 Other Operating Income	22,594	14,511	26,585	34,585	15,000	12,000
Total Operating income	287,281	168,727	218,206	295,893	323,962	300,934
Operating expense						
6010 Clerical Contractor Labor	20,407	14,472	-	-	20,557	-
6011 Town Payroll Services	45,369	30,143	430	430	-	-
6013 Water Salaries and Wages	866	-	32,889	43,275	45,000	45,000
6014 Water Benefits	226	-	18,678	24,279	27,841	26,193
6015 Admin Salaries and Wages	-	-	23,705	23,705	-	-
6016 Admin Benefits	-	-	12,831	12,831	-	-
6021 Public Postings	787	678	807	857	600	675
6023 Travel/Fuel	3,100	1,784	496	760	1,500	1,500
6024 Training	-	-	295	295	500	300
6025 Books/Subscriptions/Memberships	-	-	869	869	200	750
6030 Office Supplies and Expenses	4,893	4,305	5,779	7,127	3,300	3,500
6032 Postage	412	-	908	908	1,182	-
6035 Bank Service Charges	68	53	1,880	1,880	20	-
6036 Bad Debt	-	-	-	-	-	-
6040 Professional Service	35,821	34,631	4,540	4,940	5,000	5,000
6043 Accounting & Audit Fees	4,473	1,625	6,611	6,611	4,000	6,000
6044 Water Testing	1,241	1,001	3,170	3,470	2,500	4,000
6045 Legal Fees	11,410	5,874	5,371	5,371	16,700	10,000
6050 System Maintenance and Repairs	7,372	6,707	3,249	3,249	8,500	7,000
6051 System Equipment	4,034	1,873	8,427	10,702	8,580	9,000
6052 Well Maintenance and Repairs	877	107	3,572	3,572	3,263	2,500
6053 Tank Maintenance and Repairs	4,400	4,400	3,500	3,500	747	5,750
6060 Equipment Maintenance	73	-	2,979	2,979	2,000	3,000
6061 Equipment Fuel	-	-	1,797	2,067	3,500	2,500
6067 Utilities	15,538	11,856	8,208	13,508	20,832	15,000
6068 Telephone & Internet	1,271	1,036	553	553	1,250	-
6070 Insurance	4,241	4,241	4,644	4,644	5,100	5,000
6095 Depreciation Expense	117,195	87,384	100,491	134,013	116,800	135,000
Total Operating expense	284,072	212,169	256,678	316,395	299,472	287,668
Total Income From Operations:	3,209	(43,442)	(38,472)	(20,502)	24,490	13,267

Non-Operating Items:**Non-operating income**

5510 Grants	243,125	-	38,000	38,000	-	-
5515 Bond Proceeds	-	-	-	-	-	-
5520 Impact Fees	36,000	15,000	93,000	108,000	212,500	234,000
5610 Interest Income	1,710	18	2,371	3,013	200	2,400
5680 Contributed Capital Revenue	-	-	-	-	-	-
5690 Sundry Revenue	-	-	-	-	-	-
5700 Gain or Loss on Plant Retirement	-	-	-	-	-	-
Total Non-operating income	280,835	15,018	133,371	149,013	212,700	236,400

Non-operating expense

6080 Interest Expense	92,730	69,344	68,340	94,631	94,599	93,282
Total Non-operating expense	92,730	69,344	68,340	94,631	94,599	93,282

Total Non-Operating Items:	188,106	(54,326)	65,030	54,382	118,101	143,118
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Total Income or Expense	191,315	(97,769)	26,559	33,881	142,591	156,385
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Item Attachment Documents:

3. Jepson Canyon Project Agreement

When recorded, mail to:

Little Creek Land Company, LLC

Attn: Hark Isaksen

P.O. Box 1026

St. George, UT 84771

Tax Parcels:

AV-1337-A-1-A-1-A; AV-

1340; AV-1341; AV-1347;

AV-1352; AV-1353; AV-1338-

A-1; and AV-1338-A-2

WATER AND SEWER AGREEMENT

This Water and Sewer Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2019 (the "Effective Date"), by and between BIG PLAINS WATER AND SEWER SPECIAL SERVICE DISTRICT, (the "SSD") and LITTLE CREEK LAND COMPANY, LLC, a Utah limited liability company ("LCLC") and JEPSON CANYON RESORT DEVELOPMENT CO., INC., a Utah corporation ("JCRDC") (LCLC and JCRDC collectively referred to herein as "Developer"). The SSD and Developer may each be referred to herein as a "Party" or collectively as the "Parties"

RECITALS

WHEREAS, Developer owns approximately 313 acres of real property located within the municipal boundaries of the Town of Apple Valley (the "Town"), Washington County, State of Utah as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Developer plans to develop the Property in multiple phases into a boutique destination resort comprised of a variety of residential building lots in gated neighborhoods, golf course, science center with observatory, Native American cultural center, commercial and/or retail sites, and a lodge with restaurant, conference space, dwelling units owned in fractional interests and related amenities, (the "Project"); and

WHEREAS, the SSD owns and operates the water distribution system in the vicinity of the Property; and

WHEREAS, Developer and the SSD desire to enter into this Agreement in order to set forth their respective rights and covenants related to sewer and water infrastructure and the provision of related services to the Project; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1.00 **MASTER PLAN:** Developer intends to develop the Property in accordance with the master plan (the "**Master Plan**") attached hereto as Exhibit B and incorporated herein by reference. The Master Plan locates roads, neighborhoods, and various uses that Developer intends to incorporate into the Project. The total number of residential dwelling units in the Project (not including lodge/hotel units) is 354. Developer's intended uses (the "**Intended Uses**") include the following:

Use	Acres
1. <u>Golf Course and Water Features</u>	35.0
2. <u>Highway Commercial</u> , which may include grocery, pharmacy/drug store, gas station, convenience store, restaurants and other retail uses. This area will also initially be the site of a 2 and 1/2 story temporary metal building (see detail below in the Bronze Stagecoach description).	8.1
3. Village of Many Nations (Native American cultural center with displays from various tribes, a <u>pond</u> for canoes, <u>restroom</u> and <u>shower</u> facilities and bus parking. Guests will have the opportunity to stay overnight in tepees and possibly other Native American dwellings)	13.3
4. Southwest Science Center (will include Planetarium/Theater with approximately 250 seats, Challenger Learning Center, children's discovery center, amphitheater, and geology museum. A tram will be constructed connecting the science center with the bronze stage coach and observatory complex on top of the cliff.)	22.8
5. Bronze Stagecoach (will be the "world's largest bronze stagecoach" at 120' long and 22' tall and will take approximately 3 years to construct. Construction will take place in a 2 and 1/2 story temporary metal building to be located in the Highway Commercial area and when each piece is completed it will be airlifted by helicopter up to cliff top location shown on the Master Plan. Visitors may be charged admission to view the construction process and the final product. Following completion of the construction of the Bronze Stagecoach, the temporary metal building will be removed from the Highway Commercial area and reassembled next to the final location of the Bronze Stagecoach where it will serve as a "renaissance center" where artists will be able to produce and display different forms of visual arts.	14.3
6. Water Tank with <u>one-million-gallon-capacity</u> . Water from this tank will power a hydro-electric turbine located below the water tank. The turbine will be enclosed by plexiglass to permit visitors to see how hydro-electric power is generated.	1.0
7. Observatory Complex (guests will have the chance to view objects in space through high-powered telescopes. Telescope images may also be broadcast to the science theater and other connected locations.)	3.9
8. <u>180 Room Lodge</u> with spa, restaurant and golf shop (Developer plans to sell fractional interests in the lodge in three-week intervals and the lodge manager may rent rooms on a nightly basis when not in use by fractional owners.)	8.8
9. <u>High Density Housing</u> (residential building lots with an average lot size	49.75

*Just a map
We should
probably
say so.*

below .30 acres. May include "patio homes" which means only the building footprint is sold and the remainder of the neighborhood is owned in common and maintained by a homeowner's association)	
10. <u>Medium Density Housing</u> (residential building lots with an average lot size between .30 acres and .50 acres. May include "patio homes".)	26.5
11. <u>Low Density Housing</u> (residential building lots with an average lot size between .68 acres and .76 acres.)	39.54
12. "Foothills" <u>Low-Density Housing</u> (residential building lots located at base of cliff with average lot size of .54 acres.)	10.44
13. <u>"Cliff Top Estates"</u> (premium residential building lots located on top of cliff with average lot size of 4.4 acres.)	21.7
14. Roads	14.02
15. Open Space, which shall include a 4.0-acre neighborhood park to be dedicated to the Town.	43.85
Total	313.0

There should be a stipulation of agreed upon water impact fees including an initial payment & a final. Credits will need to be negotiated also.

2.00 ASSURANCE OF WATER AVAILABILITY: The SSD anticipates that the Project as described in the Master Plan will require _____ acre feet of water rights. The SSD represents and warrants that (i) it owns, or has a legally binding option to acquire, sufficient water rights to make available to Developer for purchase the water rights needed for the Intended Uses, (ii) water lines and related infrastructure are in place, or will be installed prior to completion of the Water Facilities (defined below), to ensure delivery of water to the Property in the capacity needed for the Intended Uses. The SSD agrees to sell water rights to Developer, up to the amount required for the Intended Uses, at an amount not to exceed \$ _____ per acre foot.

\$4000+

3.00 WATER AND SEWER INFRASTRUCTURE: The following infrastructure improvements shall be made in connection with the development of the Project and may be completed in phases.

3.01 Water Facilities. Developer shall design and construct, at Developer's expense, a water tank with a one million gallon capacity to be located on a one acre site on the southern edge of the Property, as depicted in the Master Plan (the "Water Tank"), and a water line connecting the Water Tank to the SSD's existing water line along State Highway 59, together with such valves, air vac stations, fire hydrants, blow off valves, flow meter and other appurtenances that may be required to connect all residential and commercial buildings in the Project to the SSD's existing water line along State Highway 59 (the "Internal Water Connections", referred to collectively with the Water Tank as the "Water Facilities"). All Water Facilities shall be designed and constructed in accordance with the SSD's engineering standards at the time of construction.

3.02 Sewer. Developer shall design and construct, at Developer's expense, a comprehensive sewer system (the "Sewer System") to accommodate and treat all Project sewage. The Sewer System shall be designed and constructed in accordance with the SSD's generally applicable engineering standards at the time of construction and final plans therefor shall be subject to the SSD engineer's review and approval. In addition, the Sewer System shall be in conformance with applicable law, including the requirements of the Department of Environmental Quality ("DEQ"). The Sewer System may be installed in phases, provided the Sewer System has sufficient capacity at all times to cover existing build out at the Project. Notwithstanding the foregoing, to the extent permitted by applicable law and subject to applicable Town approvals, Developer may install septic

There will be a well as previously discussed in the Phillips well. The tank and the well may create a credit against impact fees.

tanks to accommodate Project sewage for Project phases completed prior to completion of the Sewer System, provided that ~~Developer connects such prior~~ Project phases to the Sewer System following its completion.

- 3.03 Dedication. Provided construction is completed in a good and workman-like manner and in accordance with the Town's generally applicable engineering standards, ~~Developer shall dedicate to the SSD~~ and the SSD shall accept: (i) the Water Facilities, and the Water Tank, including the one-acre tract of land on which the Water Tank is installed, and (ii) the Sewer System, including the land on which the sewer treatment facility is located, if such land is owned by Developer (the "**Dedicated Infrastructure**"). Following dedication thereof, the ~~Town~~ ^{SSD} shall be responsible for the operation and maintenance of the Dedicated Infrastructure. Developer shall also grant such easements as may be necessary for the ~~Town~~ ^{SSD} to maintain the Dedicated Infrastructure. The SSD shall be responsible for providing adequate water for the irrigation of the median landscaping on all public roads in the Project. Following dedication of the Sewer System, the SSD shall ensure that adequate sanitation services are provided to the Project.

Probably No.

So long as the developer or assigns builds the project as shown in the Master Plan (Map)

- 4.00 **TERM:** This Agreement shall have an initial term of thirty (30) years from the Effective Date. This Agreement may be extended by the mutual written agreement of both parties.

- 5.00 **AGREEMENT TO RUN WITH THE LAND:** Developer shall have the right to record this Agreement or a memorandum thereof and any extensions or amendments thereto in the Official Records of Washington County, State of Utah. This Agreement shall be deemed to run with the Property and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. Notwithstanding the foregoing, upon the sale of a subdivided and developed unit or lot to a third party, such unit or lot shall be released from and no longer burdened by the provisions of this Agreement.

I don't love these

- 6.00 **ASSIGNMENT:** Developer shall have the right to assign its interest under this Agreement to a third party, provided such third party executes an agreement acknowledging that such third party agrees to assume Developer's obligations under this Agreement and a copy of such agreement is delivered to the Town ^{SSD}.

7.00 **MISCELLANEOUS:**

- 7.01 Recitals Incorporated. The recitals to this Agreement are incorporated herein and made a part of this Agreement as if set forth in their entirety herein.
- 7.02 Time for Performance. Time is of the essence of this Agreement
- 7.03 Entire Agreement. This Agreement is the entire agreement between the Parties, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement.
- 7.04 Applicable Law. This Agreement shall be construed under the laws of the State Utah, without regard to conflicts of law provisions.
- 7.05 Counterparts. This Agreement may be executed in any number of identical counterparts, or with multiple signature pages which, when assembled as a single document or, if not so assembled, when taken together shall be deemed to be fully effective and operative as an original document; provided, however, that in making proof of this Agreement, it shall

not be necessary for any Party hereto to produce or account for more than one such counterpart.

- 7.06 Severability. In the event any provision of this Agreement is deemed invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable.
- 7.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 7.08 Construction of this Agreement. The Parties acknowledge and agree that counsel has represented them and that each of the Parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto because of the responsibilities in connection with the preparation of this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGE.]

Item Attachment Documents:

4. Amendments to the Big Plains Water and Sewer Special Services District Policy and Procedures Manual

8% of the Districts Engineer's Construction Cost Estimate, and the Amount of the deposits for manholes, valves, fire hydrants and compaction tests, and transmits 3 copies of the Water and Sewer Extension Agreement form to the Developer.

- 1.4.5 Developer signs all three (3) copies of the Sewer and Water Extension Agreement and forwards these copies, along with a check payable to the District for the Engineering Fees (less applicable fees for preliminary engineering) and the Construction Deposits for Manholes, valves, fire hydrants and compaction tests, to the District.
- 1.4.6 District Manager transmits one executed copy of the Water and Sewer Extension Agreement to the Developer and one copy to the District Engineer.
- 1.4.7 Developer provides District Engineer with an electronic or reproduction of the final approved plat or site plan.
- 1.4.8 District Engineer prepares final Drawings, Specifications, and Bid Schedules for sewer and water extensions.
- 1.4.9 Developer stakes all front lot corners (and back lot corners, if required) in subdivisions, and building corners and site boundaries in planned unit developments, apartments, churches, condominiums, and/or government or commercial developments, prior to notifying District Engineer of the need for staking of the sewer and water mains.
- 1.4.10 Developer receives bids and awards the Contract to a Contractor qualified by the District to do work in the District, and provides ~~a copy~~ the following to the District:
 - 1.4.10.1 A copy of the developer's agreement with the contractor.
 - 1.4.10.2 A copy of the contractor's license and insurance policy.
 - 1.4.10.3 A copy of an encroachment and maintenance surety bond. The amount and duration of such bonds shall be determined by the District Engineer or Inspector based on the scope and exposure of the project.
 - 1.4.10.4 Easements for all district owned sewer and water lines not located in dedicated roads or Utah Department of Transportation right of ways.

~~of his Agreement with the Contractor, and evidence of the Contractor's insurance, to the District. Provides Easements for all District-owned sewer and water lines not located in dedicated roads or Utah Department of Transportation Right of ways.~~
- 1.4.11 District Engineer reviews Easement legal descriptions, provided by Developer, for general accuracy, and edits working, as deemed necessary, to assist in making the intent clear. Forwards these descriptions, together with a sketch showing the area being described, as well as transmittal cover sheet, to the District.
- 1.4.12 Developer reviews plans and specifications and reconciles any problems with District Engineer. Requests scheduling with District Engineer for preconstruction meeting.
- 1.4.13 District Manager holds pre-construction meeting with District to establish construction schedules and establish lines of responsibility and Inspector communication for successfully conducting and inspecting the work.
- 1.4.14 District Engineer stakes sewer and water mains upon developer's readiness and upon receipt of at least 72 hours' notice to do so from the Developer.
- 1.4.15 District Engineer provides the District Inspector and the Contractor with cut sheets

for sewer and water mains prior to construction.

- 1.4.16 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.
- 1.4.17 District Inspector on satisfactory completion of the underground work, indicates he has inspected the work on behalf of the District.
- 1.4.18 District Inspector on satisfactory completion of the Surface work, indicates to the Developer and the District that the work is complete, and recommends that the District return to the Developer the Construction Deposits for manholes, valves, fire hydrants and compaction tests.
- 1.4.19 District will return the Construction deposits for manholes, valves, fire hydrants and compaction tests, to the Developer, after confirming that all required easements have been obtained, all fees paid and all phases of the sewer and water extension work are complete.
- 1.4.20 District Engineer prepares as-built drawings.

1.5 PROCEDURES FOR OTHER WORK ON WATER SYSTEM

- 1.5.1 Prior to any work performed on the water system not covered under section 1.4, the contractor will provide the District Engineer and the District Inspector the following data, as deemed necessary by the District Engineer or Inspector based on the scope of the project:
 - 1.5.1.1 Lot location and dimensions, including existing and proposed contours.
 - 1.5.1.2 Location of existing utilities: gas, electric, telephone, storm drains, sewer and water lines.
 - 1.5.1.3 Location of proposed buildings, including all floor elevations and preliminary plumbing plans of buildings.
 - 1.5.1.4 Location of other proposed improvements and of proposed utilities.
 - 1.5.1.5 Vertical dimensions related to a bench mark or adjacent to the project, and to USGS datum.
 - 1.5.1.6 Deposit with the District the fee for preliminary engineering.
- 1.5.2 Contractor shall provide a copy of his Utah State License, evidence of the Contractor's insurance, and a copy of an encroachment surety bond. The required amount of the bond shall be determined by the District Engineer or Inspector based on the scope and exposure of the project.
- 1.5.3 District Engineer or Inspector provide contractor written authorization to perform work as outlined in the proposal.
- 1.5.4 District Inspector makes visits to the site to observe the Contractor's work and to endeavor to guard the District against deficiencies in the work.

Item Attachment Documents:

9. Consent Calendar April 2019

Big Plains Water & Sewer Special Service District
Check Register
Checking - SBSU - 04/01/2019 to 04/30/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
State of Utah	872	1 - 2018 Water B	04/24/2019	04/24/2019	13,000.00	Principal - 2018 Water Bond Series B	512524.2 - 2018 Water Bond B Rep
USDA Rural Development	0415197	44 - 2014 Water	04/15/2019	04/15/2019	6,588.48	Interest - 2014 Water Project	516080 - Interest Expense
Ensign Engineering	869	042419	04/24/2019	04/24/2019	4,000.00	Millward Barlow Main Line Ext. Balance	516040 - Professional Service
State of Utah	872	1 - 2018 Water B	04/24/2019	04/24/2019	3,620.00	Interest - 2018 Water Bond Series B	516080 - Interest Expense
USDA Rural Development	0415197	44 - 2014 Water	04/15/2019	04/15/2019	2,682.52	Principal - 2014 Water Project	512520.2 - 2015 Water Bond 01 Re
ChemTech-Ford Laboratories	863	19C0339	03/19/2019	04/02/2019	1,631.00	2 VOC, 1 Inorganics,1 Pesticides	516044 - Water Testing
Ensign Engineering	869	MBarlow-DEC18	12/18/2018	04/24/2019	1,000.00	Millward Barlow Main Line Ext Bal Remaining	516040 - Professional Service
Ensign Engineering	869	MBarlow-NOV18	11/21/2018	04/24/2019	1,000.00	Millward Barlow Main Line Ext Bal Remaining	516040 - Professional Service
USDA Rural Development	0415196	44 - 2014 Water	04/15/2019	04/15/2019	959.65	Interest - 2014 Water Project Overrun	516080 - Interest Expense
RM2 Engineering, LLC	871	032919-1	04/24/2019	04/24/2019	720.00	Clifford Garrison Main Line Extension Review	516040 - Professional Service
Scholzen Products Company, Inc.	867	6363309-00	03/01/2019	04/02/2019	589.39	Hydrant repair CDPT	516051 - System Equipment
Rocky Mountain Power Company	ACH	MAR19	04/26/2019	04/26/2019	524.34	Mar Electricity	516067 - Utilities
Scholzen Products Company, Inc.	867	6363607-00	03/01/2019	04/02/2019	483.06	Hydrant upper stem collision repair kit	516051 - System Equipment
USDA Rural Development	0415196	44 - 2014 Water	04/15/2019	04/15/2019	309.35	Principal - 2014 Water Project Overrun	512521.2 - 2015 Water Bond 02 - R
Revco Leasing	866	523447	03/05/2019	04/02/2019	151.20	Copy Machine Lease	516030 - Office Supplies and Expen
Revco Leasing	870	526241	04/02/2019	04/24/2019	151.20	Copy Machine Lease	516030 - Office Supplies and Expen
Little Creek Station	868	02282019	03/01/2019	04/02/2019	99.25	Truck Fuel 2/7/19	516061 - Equipment Fuel
Little Creek Station	868	02282019	03/01/2019	04/02/2019	97.01	Truck Fuel 2/21/19	516061 - Equipment Fuel
Xpress Bill Pay	ACH	040519	04/05/2019	04/05/2019	94.80	Merchant Portal	516030 - Office Supplies and Expen
Apple Valley Self Storage	862	040119	04/01/2019	04/02/2019	80.00	Apr Storage Unit	516050 - System Maintenance and
Apple Valley Self Storage	862	4625	03/01/2019	04/02/2019	80.00	Mar Storage Unit	516050 - System Maintenance and
Scholzen Products Company, Inc.	867	6366638-00	03/12/2019	04/02/2019	56.79	Blue Marking Paint	516051 - System Equipment
RM2 Engineering, LLC	871	032919	03/29/2019	04/24/2019	50.00	AV-CAME-12 Will-Serve Application	516040 - Professional Service
City of St. George	864	03116	03/11/2019	04/02/2019	45.00	3 Water Tests	516044 - Water Testing
Little Creek Station	868	02282019	03/01/2019	04/02/2019	-3.93	Feb Discount	516061 - Equipment Fuel
State of Utah	872	042919	04/24/2019	04/24/2019	-80.43	Interest Amortization Correction	516080 - Interest Expense
					\$37,928.68		

Big Plains Water & Sewer Special Service District

Operational Budget Report

51 Big Plains Water & Sewer SSD - 07/01/2018 to 04/30/2019

83.33% of the fiscal year has expired

	Prior YTD	Current Month	Current YTD	Annual Budget	Percent Used
Income or Expense					
Income From Operations:					
Operating income					
5140 Water Sales	140,421.16	13,993.40	142,141.76	189,462.00	75.02%
5150 Water Standby Fees	83,355.26	2,937.70	30,864.60	39,500.00	78.14%
5310 Connection Fees	13,090.00	5,000.00	35,287.97	50,000.00	70.58%
5410 Late Penalties and Fees	17,823.69	0.00	5,257.23	30,000.00	17.52%
5490 Other Operating Income	14,511.22	0.00	26,585.45	15,000.00	177.24%
Total Operating income	269,201.33	21,931.10	240,137.01	323,962.00	74.13%
Operating expense					
6010 Clerical Contractor Labor	14,472.00	0.00	0.00	0.00	0.00%
6011 Town Payroll Services	30,143.00	0.00	429.91	500.00	85.98%
6013 Water Salaries and Wages	0.00	3,462.00	36,351.00	45,000.00	80.78%
6014 Water Benefits	0.00	1,866.78	20,545.23	27,841.00	73.79%
6015 Admin Salaries and Wages	0.00	0.00	23,704.89	0.00	0.00%
6016 Admin Benefits	0.00	0.00	12,830.96	0.00	0.00%
6021 Public Postings	677.66	0.00	806.60	900.00	89.62%
6023 Travel/Fuel	2,248.05	0.00	495.77	1,500.00	33.05%
6024 Training	0.00	0.00	295.00	500.00	59.00%
6025 Books/Subscriptions/Memberships	0.00	0.00	889.96	900.00	98.88%
6030 Office Supplies and Expenses	4,356.40	246.00	6,174.73	7,000.00	88.21%
6032 Postage	0.00	0.00	907.70	1,000.00	90.77%
6035 Bank Service Charges	53.32	0.00	2,435.27	2,500.00	97.41%
6040 Professional Service	34,630.55	4,720.00	9,260.00	10,000.00	92.60%
6043 Accounting & Audit Fees	4,473.00	0.00	6,610.52	6,700.00	98.66%
6044 Water Testing	1,060.98	0.00	3,170.09	4,500.00	70.45%
6045 Legal Fees	5,874.00	0.00	5,370.98	5,500.00	97.65%
6050 System Maintenance and Repairs	7,120.56	80.00	3,343.64	3,500.00	95.53%
6051 System Equipment	1,872.51	0.00	8,427.12	8,500.00	99.14%
6052 Well Maintenance and Repairs	106.92	0.00	3,572.09	4,000.00	89.30%
6053 Tank Maintenance and Repairs	4,400.00	0.00	3,500.00	4,500.00	77.78%
6060 Equipment Maintenance	0.00	0.00	2,992.76	4,000.00	74.82%
6061 Equipment Fuel	0.00	100.00	2,213.77	3,000.00	73.79%
6067 Utilities	12,634.55	524.34	8,732.65	12,000.00	72.77%
6068 Telephone & Internet	1,036.00	0.00	552.67	600.00	92.11%
6070 Insurance	4,241.02	0.00	4,644.46	4,700.00	98.82%
6095 Depreciation Expense	97,088.00	11,173.83	111,664.86	135,000.00	82.71%
Total Operating expense	226,488.52	22,172.95	279,922.63	294,141.00	95.17%
Total Income From Operations:	42,712.81	(241.85)	(39,785.62)	29,821.00	-133.41%
Non-Operating Items:					
Non-operating income					
5510 Grants	0.00	0.00	38,000.00	0.00	0.00%
5520 Impact Fees	15,000.00	27,000.00	120,000.00	212,500.00	56.47%
5610 Interest Income	24.86	216.29	2,587.14	200.00	1,293.57%
Total Non-operating income	15,024.86	27,216.29	160,587.14	212,700.00	75.50%
Non-operating expense					
6080 Interest Expense	77,001.12	11,152.45	79,535.16	94,599.00	84.08%
Total Non-operating expense	77,001.12	11,152.45	79,535.16	94,599.00	84.08%
Total Non-Operating Items:	(61,976.26)	16,063.84	81,051.98	118,101.00	68.63%
Total Income or Expense	(19,263.45)	15,821.99	41,266.36	147,922.00	27.90%

Item Attachment Documents:

10. Meeting Minutes for 4.4.2019
Meeting Minutes for 4.24.2019
Meeting Minutes for 5.02.2019

OPENING

Chairman Merritt brought the meeting to order at 6:00 p.m. welcoming all in attendance and led the Pledge of Allegiance.

PRESENT

Chairman Harold Merritt
Mayor Marty Lisonbee
Board Member Neil Duncan
Board Member Ross Gregerson
Board Member Denny Bass

Town Recorder Michelle Kinney

Reports

1. Dale Harris Water Superintendent Report

Brent Miller, with drinking water usage, indicates a one percent loss in Cedar Point that was 230,000 gallons for the year which is under what they would have expected for our size facility. 13.9 percent loss in Apple Valley. He will be auditing the system every 30 days to check for theft/illegal connections and find out where the water is going that is unaccounted for. He Points out that theft of service and tampering and is punishable by law. Dale recommends that the board move forward with implementing code for theft of water.

Dale mentions a supposed main line through Coyote; anything over a 500 foot water line must be approved by the state engineer.

Two water connections are going in next week.

The state hasn't recognized that we own Canaan. They will be sending us a packet for the scheduling of sampling.

The report back on Well 59 looks good and no detect on everything that was tested for.

Mayor Lisonbee mentions Richard Fischer is trying to get people interested in pulling the main line over to Coyote.

Harold Merritt mentions that some residents had been using a fire hydrant to water the lawn.

Chairman Merritt will check other towns with policies in regards to water theft and see how they handle this. He will have a drafted policy for the next meeting.

Aaron Stout's meter and glass is broken and Dale will work on getting that fixed.

2. Rod Mills Engineering Report

TIMESTAMP: 12:30

Rod reports that some of the main line extensions in review for the Clifford Garrison extension look good at this point.

Dale reports that he got something from Christian Holt on his main line as well. Dale will be sending it to Rod.

Troy Eckert- has property over in the Paradise area. He is looking to extend his main line.
(Denny Bass left the chamber)

Shawn Bennet on behalf of Kendra Webb is interested in a main line extension to add a fire hydrant for an additional parcel that is not part of the subdivision.

Discussion and Action

3. Report on water valves in streets covered by pavement

TIMESTAMP: 16:00

Chairman asks Dale to start marking these so they can start working on them as time allows. Starting with the ones of highest priority.

4. Canaan Water Connection Policy Phase 1

There are 3 lots in phase one that haven't been built on. With the purchase of this system the owners will be allowed by the State to build. Let's grandfather one acre foot of water to them and time and material for meter hookup.

Rod mentions that the state only allowed the district to buy rights appertaining to the existing subdivision. That purchase was done through the Canaan Springs company purchase. The rest of the water coming into the system is coming through the bank or the reserve.

(Denny Bass returns to chamber)

MOTION: Board Member Ross Gregerson motions that we gift one acre foot of water for each lot in Canaan springs phase one with the owner to pay the impact fee and time and materials to connect the meter.

SECOND: Board Member Duncan

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass – Aye

Board Member Duncan - Aye

Chairman Merritt – Aye

Mayor Lisonbee- Aye

The vote was unanimous and the motion carried.

5. Gooseberry Project

Rod Mills -We need to add the cost of services for inspection and reviews. This will be a meter with 2 lines and they need to pay for this and all the main line connections from the new tank.

Mayor Lisonbee said his agreement said they will build the tank and the district will take the water to the property line at the district expense. Mayor Lisonbee mentions he is confused on the 25 acres feet of water per year.

Rod Mills mentions that the calculations he did indicate they must provide 25 acres feet of water rights in municipal service to run their business. Under the agreement he has put in that they will not be required to give any additional water shares or rights. The water rights must be transferred by warranty deed.

Mayor Lisonbee asks if this lock us in in some way if they want to put in a facility or swimming pool. Rod included a pool in the calculation. Rod mentions if they add anything more we will be able to change our requirements.

Denny Bass-What are we charging for the impact and hookup fees for this- Rod states \$150,000 total fees for the 120 units. We did take some charges off for the building of the tank.

Dale Harris mentions if they are using additional water can see that by the meter reading.

6. Jepson Canyon Project

They should be sending out the water agreement soon.

TIMESTAMP: 36:00

7. Canaan Water Connection Policy Phase 1

BLM connection- we requested a Web transfer from the BLM and Chairman hasn't heard anything since. Rod hasn't heard anything and will follow up. Some of our other business could also be rolled into this.

8. Impact Fee Study

Mayor mentions he needs to discuss this more with Ben and see where things are. Look at the possibility for grants.

9. New Discussion topics

Chairman mentions the ladder and cage for the hill tank- Price Nelson said he can build one. He is looking around to find a cage.

Denny Bass mentions he went to a training session with the USDA. He shares fees that are charged in other cities and towns for water. We are the second lowest of all cities that he talked too for water fees. Big Plains is one of the highest on impact fees. He shares the fees that other towns are charging. He shares what some of these other town's recommend.

- Shutdown alert (phone tree) maybe an auto dial system to get phone numbers set up for emergency calls.
- We only have 7 days to inform the state if something happens to the water master. If something happened other towns have trained 2 other people who could fill in.
- They put together a video that shows all the processes. Operations manual
- GPS all the water system and map it on google earth.
- Master plan for the system.
- Emergency response plan
- They recommended insurance plans.

Board discusses the possibility of having Ben send out automated text or voice messages to resident phones in case of an emergency.

Adjournment

MOTION: Chairman Merritt motions to adjourn

SECOND: Denny Bass

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson –	Aye
Board Member Bass –	Aye
Board Member Duncan -	Aye
Chairman Merritt –	Aye
Mayor Lisonbee-	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 6:56 p.m.

Date approved: _____

Harold Merritt, Chairman

ATTEST BY: _____
Michelle Kinney, Recorder

OPENING

Chairman Harold Merritt brought the meeting to order at 5:00 p.m. welcoming all in attendance and led the Pledge of Allegiance.

PRESENT

Chairman Harold Merritt
Mayor Marty Lisonbee
Board Member Denny Bass
Board Member Ross Gregerson

Town Recorder Michelle Kinney

ABSENT

Board Member Neil Duncan

CONFLICT OF INTEREST DECLARATIONS

DISCUSSION AND ACTION

1. BPW Development Agreement; Gooseberry Preserve

The purpose of this meeting is to discuss the Gooseberry Preserve agreement with the District.

MOTION:	Mayor Lisonbee motions to approve this agreement with the only stipulation that it is pending final review of legal counsel. He has a question if additional insured should include the town.	
SECOND:	Council Member Bass	
VOTE:	Chairman Merritt	Aye
	Mayor Marty Lisonbee	Aye
	Board Member Denny Bass	Aye
	Board Member Ross Gregerson	Aye

The vote was unanimous and the motion carried.

ADJOURNMENT

MOTION:	Mayor Lisonbee moves to adjourn	
SECOND:	Board Member Gregerson	
VOTE:	Chairman Merritt	Aye
	Mayor Marty Lisonbee	Aye
	Board Member Denny Bass	Aye
	Board Member Ross Gregerson	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____
Michelle Kinney, Recorder

OPENING

Chairman Merritt brought the meeting to order at 6:00 p.m. welcoming all in attendance and led the Pledge of Allegiance.

PRESENT

Chairman Harold Merritt
Mayor Marty Lisonbee
Board Member Ross Gregerson
Board Member Denny Bass

Town Recorder Michelle Kinney

EXUSED

Board Member Neil Duncan
Rod Mills
Dale Harris

Discussion and Action

1. SSD Recorder Appointment

MOTION: Chairman Merritt motions to appoint Michelle Kinney as the Recorder for the Big Plains Water and Sewer Special Services District.

SECOND: Board Member Bass

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass – Aye

Chairman Merritt – Aye

Mayor Lisonbee- Aye

The vote was unanimous and the motion carried.

Swearing in of Michelle Kinney as SSD Recorder is performed by Jauna McGinnis, Notary Public.

2. Ross Gregerson Chair Pro Tem

MOTION: Chairman Merritt motions to appoint Board Member Ross Gregerson as

the Chair-Pro Tem in the absence of Chairman Merritt when he is gone during the summer.

SECOND: Board Member Bass
VOTE: Chairman Merritt called for a vote:
Board Member Gregerson – Aye
Board Member Bass – Abstain
Chairman Merritt – Aye
Mayor Lisonbee- Nay

Motion does not pass with two voting Aye, one Abstain and one Nay.

Mayor Lisonbee would have liked to have a discussion on this before the vote was cast. The Mayor shares his concern about Ross being the Chair of this committee if he is unwilling or too busy to understand the finances of the district. Chairman Merritt mentions that Board Member Gregerson has filled in as water master several times. Chairman Merritt will still be in handling things on the financial end of the district. Chairman Merritt is speaking more in terms of handling the meetings.

MOTION: Chairman Merritt motions to sustain Ross Gregerson as the Chair-Pro Tem.
SECOND: Mayor Lisonbee
VOTE: Chairman Merritt called for a vote:
Board Member Gregerson – Aye
Board Member Bass – Abstain
Chairman Merritt – Aye
Mayor Lisonbee- Aye

The motion carries with three Aye and one Abstain.

3. Assistant Water Master

Harold discusses contract labor. Kevin Sair is already working for the town from time to time, and he is happy to work for the district as a volunteer or employee if needed.

Board Member Gregerson asks what the state requires for an assistant. He asks if there is a statute that says the assistant must be certified.

Board Member Gregerson suggests that it might be better to do a swap with someone from another town who is trained and certified.

Harold mentions looking into this further to see what the requirements are. If there are no requirements then we can just have Dale give him a little training. Virgin may need a backup as well and maybe we can help each other.

Town Councilmember Kopp approaches and gives the phone with information about the position of an assistant.

4. FY 2020 Budget Review and changes

Chairman Merritt turns some time to Ben Billingsley to give an overview of the budget for next year. Ben-Income projections make this budget compliant. If everything came in as budgeted it would show equity. Board Member Bass asks about impact fees. The second half of the Gooseberry Impact fee will cover most of what is needed. There are 4 other builds that are in the works and then 4 other unknown builds. The engineer has been given the go ahead on a pipeline off of Paradise. We would be picking up three or four wells along the way of this pipeline. Chairman Merritt discusses how water brokering is done. Ben is concerned that we don't have the off-setting expense on this budget for the water brokering. He will need to understand this more clearly and work that into this budget. Ben recommends this is a tentative budget and Ben will need to meet with Rod to understand the flow of money more clearly. Board Member Gregerson asks if the district should be working out on an inter-local agreement with the town for the staff and wonders if the town will require the district to pay the money back to the town. Chairman Merritt mentions that between now and the meeting in June we should get some framework in place to decide what if anything will be paid to the town when the district is in the position to do so.

MOTION: Mayor Lisonbee motions to adopt this tentative budget for FY 2020 as presented in this meeting.

SECOND: Board Member Gregerson

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass – Aye

Chairman Merritt – Aye

Mayor Lisonbee- Aye

The vote was unanimous and the motion carried.

5. Jepson Canyon Water Agreement and Payment

The agreement is in the packet, they have not asked the town or the service district to reimburse some of what they are doing. The SSD originally told them they could give 360 acre feet of water to the project. With the new agreement they would substantially reduce that. Chairman Merritt spoke with Hank and would like to get this agreement similar to what was done with Gooseberry.

6. Well House Security Fence and Tank Ladder Cage

Chairman Merritt got a bid for the ladder for \$800 dollars. The new Gooseberry tank will be 33 feet wide and 24 feet high and holds 150,000 gallons. It will sit on the current footprint area of the current tanks. The security fence bid that he has is at \$3500.

7. Proposed Private Well Use

Chairman Merritt hasn't got the information he was looking for on this yet.

8. Gooseberry Agreement with Exhibit "A"

Shawn would like us to vote on this. They discuss the lines on the map. Rich says he has the money ready.

MOTION: Chairman Merritt motions to accept Exhibit "A" as attached to the Gooseberry Preserve agreement.

SECOND: Board Member Bass

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass – Aye

Chairman Merritt – Aye

Mayor Lisonbee- Aye

The vote was unanimous and the motion carried.

9. Consent Calendar March 2019

MOTION: Mayor Lisonbee moves to approve the consent calendar for March 2019

SECOND: Board Member Gregerson

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass – Aye

Chairman Merritt – Aye

Mayor Lisonbee- Aye

The vote was unanimous and the motion carried.

10. Approval of Minutes for 3.7.2019

MOTION: Mayor Lisonbee moves to approve the minutes for 3.7.2019

SECOND: Board Member Bass

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson – Aye

Board Member Bass –	Aye
Chairman Merritt –	Aye
Mayor Lisonbee-	Aye

The vote was unanimous and the motion carried.

Adjournment

MOTION: Board Member Bass motions to adjourn

SECOND: Mayor Lisonbee

VOTE: Chairman Merritt called for a vote:

Board Member Gregerson –	Aye
Board Member Bass –	Aye
Chairman Merritt –	Aye
Mayor Lisonbee-	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 6:46 p.m.

Date approved: _____

Harold Merritt, Chairman

ATTEST BY: _____
Michelle Kinney, Recorder